

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

**AMAZON.COM, INC and AMAZON
DATA SERVICES, INC.,**

Plaintiffs,

v.

**WDC HOLDINGS LLC d/b/a
NORTHSTAR COMMERCIAL
PARTNERS, et al.,**

Defendants,

Case No. 1:20cv484

**Hon. Rossie D. Alston, Jr.
Hon. Ivan D. Davis**

**DEFENDANTS CARLETON NELSON
AND CHESHIRE VENTURES, LLC'S
MOTION FOR SUMMARY JUDGMENT**

800 HOYT LLC,

Intervening Interpleader Plaintiff,

v.

BRIAN WATSON, et al.

Interpleader Defendants.

COME NOW Defendants Carleton Nelson and Cheshire Ventures, LLC through undersigned counsel, and move, pursuant to Fed. R. Civ. P. 56 and Local Rule 56 for summary judgment on Amazon's claims against them, primarily as follows:

(1) Count I (RICO), for lack of ability to demonstrate actual damages;

(2) Count III (Fraud), (a) on all transactions due to Amazon's failure to establish actual damages proximately caused by Nelson's conduct; (b) on the Blueridge Transaction and IAD175 Lease Transaction for the additional reasons that (i) Amazon cannot identify a material misrepresentation or omission by Nelson related to either of those transactions; and (ii) Amazon

cannot have reasonably relied on any alleged material misrepresentation or omission when it was on notice of the issues it raised in this action and nevertheless proceeded to close both transactions after it began its “immediate and extensive internal investigation”; (c) any late made claim regarding the KBC rebates because they should be procedurally barred, because Amazon cannot identify any conduct by Nelson relating to those rebates that would support a fraud claim, and because Amazon refused the payments when offered by KBC, failing its duty to mitigate;

(3) Count V (Civil Conspiracy), because the necessary predicate claims fails;

(4) Count VI (Breach of Contract), because (a) there is no breach of a duty imposed by the only contract between Nelson and Amazon, his noncompete / nondisclosure agreement, and (b) Amazon has failed to come forward with any evidence it has suffered any damages; and

(5) Counts VII and VIII (Unjust Enrichment and Conversion), because Amazon has failed to establish (much less even allege) it lacks an adequate remedy at law to trigger the availability of the equitable relief it seeks in those Counts.

There are no genuine issues of material fact as to the specific issues raised by Nelson and Cheshire Ventures, and they are entitled to judgment as a matter of law.

In support of this motion, the Nelson Defendants submit their brief in support of the motion, the Declarations of Carleton Nelson and Adam Smart, the exhibits thereto, and rely on all admissible matters of record. The Nelson Defendants also rely on the arguments of the other Defendants in the action, to the extent their arguments are relevant to the claims asserted against them, including those identified above as well as Count II (Detinue), because the Nelson Defendants did not want to make simply a duplicative argument in that regard.

January 11, 2023

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CERTIFICATE OF SERVICE

I hereby certify that on January 11, 2023, a true and correct copy of the foregoing has been served upon all parties of record via the ECF system and via email

Dated: January 11, 2023

/s/ Rachel Friedman

Rachel Friedman